

EXHIBIT A

PLEASE TAKE A MOMENT TO CAREFULLY REVIEW THIS LOAN AGREEMENT IN ITS ENTIRETY. YOU WILL BE REQUIRED TO ELECTRONICALLY SIGN AND DATE IT. YOU WILL ALSO ELECTRONICALLY SIGN AND DATE THE DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATIONS.

Loan # [REDACTED] **47**

| | |
|--|---|
| Agreement Date: 01/28/2022 Effective Date: 01/28/2022 | Loan #: [REDACTED] 47 Loan Type: Installment Loan |
| Borrower Name: Borrower Address Line 1: Address line 2: City: State: Zip: Phone: Email Address: | Nicole Gonzalez [REDACTED] |

In this Loan Agreement ("Agreement") the words "we", "us" and "our" mean Niswi, LLC d/b/a Lendumo, an economic development arm of, instrumentality of, and a limited liability company wholly-owned and controlled by the Lac du Flambeau Band of Lake Superior Chippewa Indians ("Tribe"), and any authorized representative, agent, independent contractor, affiliate, or assignee we use in the provision of your loan. "You" and "your" means the consumer who signs the Agreement electronically. For the purpose of this agreement, the term "business days" means any calendar day other than a Saturday, Sunday or a bank or federal holiday, between the hours of 8 a.m. and 4 p.m. CST.

This Agreement is governed by the laws of the Tribe.

In order to complete your transaction with us, you must electronically sign and date this Agreement. A loan will not be made until your completed application is received and approved by us. Once you sign and submit this Agreement, the final approval for credit will be made from our office located on the Tribe's Reservation. If your information cannot be verified by the Effective Date, your request for credit will not be approved, we will not fund the loan, and you will not incur any finance charge or fees. If we approve your request, this Agreement will be consummated on the Tribe's Reservation.

TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|---|---|---|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 580.942% | \$4654.4 | \$1300.00 | \$5954.4 |

Your Payment Schedule will be:

| Number of Payment | Payment Amount | Payment Date |
|-------------------|----------------|--------------|
| 1 | \$330.80 | 02/18/2022 |
| 2 | \$330.80 | 03/04/2022 |
| 3 | \$330.80 | 03/18/2022 |
| 4 | \$330.80 | 04/01/2022 |
| 5 | \$330.80 | 04/15/2022 |
| 6 | \$330.80 | 04/29/2022 |
| 7 | \$330.80 | 05/13/2022 |
| 8 | \$330.80 | 05/27/2022 |
| 9 | \$330.80 | 06/10/2022 |
| 10 | \$330.80 | 06/24/2022 |
| 11 | \$330.80 | 07/08/2022 |
| 12 | \$330.80 | 07/22/2022 |
| 13 | \$330.80 | 08/05/2022 |
| 14 | \$330.80 | 08/19/2022 |
| 15 | \$330.80 | 09/02/2022 |
| 16 | \$330.80 | 09/16/2022 |
| 17 | \$330.80 | 09/30/2022 |
| 18 | \$330.80 | 10/14/2022 |

Security: If you decide to authorize automatic payments from your Bank Account, you are giving a security interest in your Payment Choice Authorization. If you do not authorize automatic payments from your Bank Account, you are not giving us a security interest.

Late Charge: If a payment is three (3) days or more late, you will be charged \$30 per late scheduled payment.

Prepayment: If you pay your loan off early, you will not have to pay a penalty.

See the terms of the Agreement below for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED: Amount Financed/Amount given to You directly \$1300.00

SPECIAL NOTICES:

- YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING.**
- YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.**
- YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONG-TERM FINANCIAL PROBLEMS.**
- NON-PROFIT CREDIT COUNSELING SERVICES MAY BE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.**

CONSENT TO ELECTRONIC COMMUNICATIONS

The following terms and conditions govern electronic communications in connection with this Agreement and the transaction evidenced hereby (this "Consent").

By electronically signing this Agreement you are confirming that you have agreed to the terms and conditions of this Consent and that you have the ability to download or print a copy of this Consent for your records. You further agree that:

Any disclosure, notice, record, or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Agreement, this Consent, disclosures, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by sending it to you by e-mail as permitted by applicable law.

We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.

You may obtain a copy of any Communication by contacting us at Lendumo.com, writing to us at customerservice@Lendumo.com or by calling us at 844-379-0900. You will not be charged a fee for such copy. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form. If you choose to receive Communications in paper or non-electronic form, we may elect to terminate this Agreement and demand payment of the amount then due by the date of your withdrawal of consent; or by the expiration of any minimum term mandated by law, whichever is later.

You agree to provide us with your current e-mail address for notices at the address or phone number indicated above. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging, at least five (5) days before the change.

In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet. Microsoft

Internet Explorer 6 or equivalent browser and above supports this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You must have your own Internet service provider. We may amend (add to, delete or change) the terms of this Consent to electronic communication by providing you with advance notice.

By electronically signing below, you agree that You have read and agree to the ESIGN Disclosures and Consent and also agree to receive electronic communications from LENDUMO.

NAME: Nicole Gonzalez

Nicole Gonzalez

01/28/2022 08:31:03

[REDACTED]

PAYMENT DISBURSEMENT OPTIONS

DISBURSEMENT: Funds will be transferred to your account in as little as one business day after your loan has been approved and processed. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your loan into your Bank Account as described in your Disbursement Authorization.

The date that your loan proceeds are deposited to your Bank Account is the "Disbursement Date." Please note that every bank has its own policies governing when transferred funds become available to their customers. We have no control over these policies or the delays they may cause.

Unavoidable delays that occur as a result of bank holidays, the processing schedule of your particular bank, inadvertent processing errors, "acts of God," and/or "acts of terror" may extend the time for the deposit and may cause a change in the Disbursement Date and your Annual Percentage Rate ("APR") as disclosed herein. In the event that disbursement is delayed, the Disbursement Date will automatically adjust to the actual date of disbursement.

AUTHORIZATION FOR ACH CREDIT: You agree that we may initiate a credit entry to your Bank Account for an amount consistent with this Agreement on or before the Effective Date. If you revoke this authorization before we credit the loan proceeds to you, then we will not be able to deposit the loan proceeds into your Bank Account. To find out whether a deposit has been made, you may contact customer service at 844-379-0900.

Delivery of Funds: Funds are typically transferred to your financial institution the next business day if your application has been processed and approved by 6 p.m. CST Monday-Friday. Please note that banking institutions have their own policies and procedures governing when transferred funds are made available to their customers.

If you require funds the current business day, you can request a Special Services Transfer up to 3 p.m. CST Monday – Friday by calling 844-379-0900. For loans processed on weekends or bank holidays, you will receive the Special Services Transfer the next business day. Please verify with your bank as additional incoming fees may be assessed.

PAYMENT METHOD OPTIONS

PAYMENTS: You are required to stay current with your payment schedule as outline above. However, you may also choose to “pay down” or pay off your loan before your final Payment Due Date (“Maturity Date”) without incurring any prepayment penalties. If you intend to follow the above Payment Schedule, you will make your payments on or before every Payment Due Date until you have paid the entire principal and accrued finance charge(s) and any other charges as described in this Agreement. If on the Maturity Date, you still owe amounts under this Agreement, you will pay those amounts in full on that date.

If you would like to pay your loan off in full before the Maturity Date, make extra payments, or make larger than scheduled payments, you must contact a customer service representative at least three (3) days before your desired payment date to allow for processing. You may elect to make your payments electronically: by ACH debit, by debit card, or by Remotely Created Check. You may also elect to make your payments by cashier’s check or money order and mail your payments to us.

ELECTRONIC PAYMENT: If you elect to make your payments electronically, then your payment plus any Non-Sufficient Funds (“NSF”), Late or Refused Instrument Charge fees due to us, if applicable, will be debited electronically from Your Bank Account on each Payment Due Date as set forth in your payment schedule (**see “PAYMENT CHOICE AUTHORIZATION” below**) through one of the electronic methods described below. **You may revoke your payments by contacting customer service at 844-379-0900 or emailing us at customerservice@Lendumo.com.** Any pending payments not already submitted to your financial institution at the time of your revocation will be voided. If a payment has already been submitted, it may be necessary for us to wait until that payment posts before we can refund you that payment amount.

PAYMENTS BY ACH DEBIT: If you elect to pay by ACH debit, then you authorize us, our successors and assignees to initiate automatic debits for payments from Your Bank Account. You agree that we will initiate debit entries on each scheduled payment date for the scheduled amount, or any lesser amount you owe. You authorize us to initiate separate ACH debit entries to Your Bank Account identified in the Payment Choice Authorization for any Returned Payment, NSF, Late, or Refused Instrument Charge fees in the amounts set forth in this Agreement. You agree that we may reinitiate any ACH up to two (2) additional times for the same amount if an ACH is dishonored. **You do not have to authorize payments by ACH debit in order to receive a loan from us. If you do not want to make payments by ACH debit, please review the other available payment options below.**

You may revoke this authorization by contacting customer service at 844-379-0900 or emailing us at customerservice@Lendumo.com at least three (3) business days prior to your scheduled payment. Any pending payments not already submitted to your financial institution at the time of your revocation will be voided. If a payment has already been submitted, it may be necessary for us to wait until that payment posts before we can refund you that payment amount.

You have the right to receive notice of all transfers that vary in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring ACH processing rather than providing you with a notice of transfer for each varying amount. The ACH debit may range from the amount provided in this Agreement, which may be a scheduled payment amount or less if partial prepayments have been made, to the scheduled payment amount plus applicable NSF, Late or Refused Instrument Charge fees. We will send you a notice if a charge exceeds this range.

You authorize us to verify any information you provide to us, including past and current information from whatever source. You agree that the ACH entries authorized here are voluntary and that certain entries will recur as defined in this Agreement at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding Your Bank Account, then you authorize us to verify and correct the information. If any payment cannot be obtained by ACH, you remain responsible for such payment and any resulting fees under this Agreement.

Your Bank Account associated with this authorization is listed in the Payment Choice Authorization.

PAYMENT BY DEBIT CARD: If you elect to pay by debit card, you agree that we may initiate debit entries to your debit card on each scheduled payment date or thereafter for the scheduled amount, or any lesser amount you owe, in three (3) instances: 1) if we cannot process your authorized ACH debits for any reason other than your revocation of ACH authorization, 2) if you specifically authorize that we debit your debit card identified in this Agreement, or 3) if you default on a payment.

You authorize us to initiate a separate debit to your debit card for any applicable NSF, Late or Refused Instrument Charge fees set forth in this Agreement. If the debit entries are dishonored, you authorize us to initiate separate debit entries to your debit card for the dishonored amount and any Late or NSF fees.

You may revoke this authorization by contacting customer service at 844- 379-0900 or emailing us at customerservice@Lendumo.com at least than three (3) business days prior to your scheduled payment. Any pending payments not already submitted to your financial institution at the time of your revocation will be voided. If a payment has already been submitted, it may be necessary for us to wait until that payment posts before we can refund you that payment amount.

You have the right to receive notice of all transfers that vary in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring debit card processing rather than providing you with a notice of transfer for each varying amount. The debit may range from the amount provided in this Agreement, which may be a scheduled payment amount or less if partial prepayments have been made, to the scheduled payment amount plus applicable NSF, Late or Refused Instrument Charge fees. We will send you a notice if a charge exceeds this range.

PAYMENT BY REMOTELY CREATED CHECK: If you elect to pay by ("Remotely Created Check",) otherwise known as a demand draft, telecheck, preauthorized draft, or paper draft, you agree that we may create checks bearing your typed name and other information as may be required under applicable law, rather than your handwritten signature, drawn on Your Bank Account. You further agree that we may submit each Remotely Created Check for payment to the bank or other financial institution in the amount of each payment owed to us under this Agreement on or after each scheduled payment date in four (4) scenarios: 1) if you have specifically elected to make your payments by Remotely Created Check, 2) if you elected to make payments by debit card or ACH and you subsequently revoke either authorization, 3) if we are unable to process your payments by debit card or ACH for any other reason, or 4) if you have defaulted on a payment.

If a Remotely Created Check is returned unpaid by the Bank or other financial institution, then you authorize us to create and submit a Remotely Created Check for any NSF, Late or Refused Instrument Charge fees or other amounts accrued pursuant to this Agreement. You agree that your typed name will constitute your authorized signature fully reflecting your intent to authenticate any such Remotely Created Check. You authorize us to vary the amount of any preauthorized payment by Remotely Created Check as needed to repay amounts owing, as modified by any partial

prepayment.

If you would like to dispute a payment related to a Remotely Created Check, determine whether a payment was genuine, withhold payment of a Remotely Created Check, or obtain recrediting of amounts we obtain via Remotely Created Check, contact us at 844-379-0900 or email us at customerservice@Lendumo.com.

PAYMENT BY CASHIER'S CHECK OR MONEY ORDER: If you elect to pay by cashier's check or money order, then you agree to repay all amounts due pursuant to this Agreement by mailing your cashier's checks or money orders to us at P.O. Box 542, Lac Du Flambeau, WI 54538. All mailed payments must reach us by 4 p.m. CST at least one (1) business day before the Payment Due Date to ensure timely processing of your payment.

OTHER INFORMATION

PREPAYMENT: You may prepay all or part of the amount you owe us at any time before the Maturity Date without penalty. If you prepay in full, you must pay the finance charge(s) accrued on your loan and all other amounts due up to the date of the prepayment. If you wish to prepay your loan, then you must contact a customer service representative at 844-379-0900 to obtain an accurate payoff amount and either provide us with authorization to effect a debit entry to Your Bank Account for the prepayment, or otherwise advise us of your intended method of prepayment. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment. Please call three (3) days before your intended payment date to allow time for processing.

LATE CHARGE: You agree to pay a late charge of \$30 if a payment is three (3) days or more late. If you authorized debits from Your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit Your Bank Account or debit card, as applicable, for any late charges.

REFUSED INSTRUMENT CHARGE: If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a fee of \$30. If you authorized debits from either Your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit Your Bank Account or debit card, as applicable, for any Refused Instrument Charge. Your refused instrument may also cause your payment to be late which could result in your having to also pay a late charge.

YOUR PROMISE TO PAY: You promise to pay us, or any subsequent holder of this Agreement, the Amount Financed and finance charges according to the payment schedule in the Truth in Lending Disclosures plus all other amounts owed to us under this Agreement. You agree that your finance charges will be calculated at the Annual Percentage Rate in the Truth in Lending Disclosures. All payments will be applied first to finance charges and fees and then to the principal. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment.

WHEN YOU BEGIN PAYING FINANCE CHARGE(S): You begin to accrue finance charge(s) for the loan on the Disbursement Date. The first Installment Period on the loan begins on the Disbursement Date and ends on the first Payment Due Date. Thereafter, each Installment Period begins on the first date following the Payment Due Date and ends on the next Payment Due Date. You will be charged finance charge(s) on the entire Installment Period beginning on the first day of the Installment Period.

In calculating your payments, we have assumed you will make each payment on the day and in the amount due as outlined within your payment schedule. If any payment is made before the Payment Due Date, the finance charge(s) will be calculated as of the date of your prepayment, and any overpayment will be applied to the amounts owed under this Agreement. Time is of the essence, which means that there are no grace periods for when payments must be made.

ASSIGNMENT: This Agreement may not be assigned by you. We may assign or transfer this Agreement and our related rights and obligations without notice to you, and your consent is not required if we make such an assignment or transfer.

VERIFICATION: You authorize us to verify the information you provided to us in connection with your loan application. You give us consent to obtain information about you from consumer reporting agencies or other sources at any time. We reserve the right to withhold funding of this loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

CREDIT REPORTING: We may report information about your loan to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected on your credit report.

CANCELLATION: You may cancel your payment obligations under this Agreement, without cost or finance charges, no later than 3 p.m. CST of the second business day immediately following the Disbursement Date ("Cancellation Deadline"). Your Right to Cancel only applies if your loan either hasn't funded or, if it has, the funds are returned to us as explained below. To cancel your payment obligations on this loan, you must inform us in writing, by or before the Cancellation Deadline, by email to customerservice@Lendumo.com or by chat from the portfolio website. If we receive your written notice of cancellation on or before the Cancellation Deadline but before the loan proceeds have been deposited into Your Bank Account, then we will not debit Your Bank Account and both your and our obligations under this Agreement will be rescinded. However, if we receive your written notice of cancellation on or before the Cancellation Deadline but after the loan proceeds have been deposited into Your Bank Account, then you authorize us to effect a debit to Your Bank Account or your debit card as you chose in your Payment Choice Authorization for the principal amount of this Agreement. If we receive payment of the principal amount via the debit, then both your and our obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount by debit to Your Bank Account or your debit card, then this Agreement will remain in full force and effect.

DEFAULT: You will be in default under this Agreement if you do not pay us a scheduled payment or any other amounts you owe us when due or your chosen payment method is stopped, denied or otherwise dishonored. If you default on your loan, we can choose to declare all principal, finance charges and other amounts that you owe us to be immediately due and payable in full. If you are in default and you authorized debits from Your Bank Account, you agree that we can debit Your Bank Account or debit card, as applicable, for the full amount that you owe us. Additionally, if you do not cooperate with us on repaying your debt to us we may submit your name to a collection agency, and we may also report the incident to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies.

CONSEQUENCES OF DEFAULT: Upon a default by you under this Agreement, we may, at our sole option, take any one or more of the following actions:

a) Agree to permit you to cure a payment default before the loan goes into collection by modifying your Payment Schedule and/or payment amounts (a "Cure Arrangement"). This option is not

available for all customers and/or all loan products. If we agree to a Cure Arrangement and you fail to honor its terms, then we will have the right, at our sole discretion, to terminate the Cure Arrangement and immediately and without notice declare the entire unpaid principal balance and all accrued unpaid finance charge(s) and fees immediately due under your loan ("Accelerate Your Loan");

b) Automatically and without further action or notice Accelerate Your Loan and require you to immediately pay us all amounts due and owing pursuant to such acceleration;

c) If you have elected to repay your loan electronically, we may automatically and without further action or notice withdraw from your designated account(s) an amount equal to the amount owed and unpaid as of your last scheduled payment date up to an amount equal to the amount owed if we have Accelerated Your Loan; and

d) Pursue all legally available means to collect what you owe us.

By electing any one of these options, we do not waive or release our right to subsequently elect and apply any other options to collect the amounts due and owing to us.

GOVERNING LAW: The laws of the Tribe and applicable federal law will govern this Agreement, without regard to the laws of any state or other jurisdiction, including the Conflict of Laws clause(s) of any state. You agree to be bound by Tribal law, and in the event of a bona fide dispute between you and us, Tribal law and applicable federal law shall exclusively apply to such dispute.

SOVEREIGN IMMUNITY AND PRESERVATION OF SOVEREIGN IMMUNITY: This Agreement and all related documents are being submitted by you to us as an economic development arm, instrumentality, and limited liability company of the Tribe. The Tribe is a federally recognized Indian Tribe and enjoys sovereign immunity. Nothing in this Agreement constitutes a waiver of the Tribe's sovereign immunity, and the Tribe's immunity is fully preserved and is not waived either in whole or in part by this Agreement, and the Tribe expressly maintains all rights, titles, privileges, and immunities, to which the Tribe is entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver of the Tribe's immunity is or can be made except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Agreement or your Disbursement and Payment Choice Authorization. As set forth below, the Tribe expressly preserves its sovereign immunity and you may not assert any claims against the Tribe. As an economic development arm and instrumentality of the Tribe, we are entitled to sovereign immunity to the same extent as the Tribe. To encourage resolution of consumer complaints, a complaint may be submitted by you or on your behalf pursuant to the Dispute Resolution Procedure and Arbitration Provision below and the complaint is limited by the Dispute Resolution Procedure and Arbitration Provision.

QUESTIONS OR CONCERNS: If you have questions or concerns and need assistance, please telephone us at 844-379-0900 or at 844-388-0500.

DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION

| | |
|--|----------------------|
| DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION for Niswi, LLC d/b/a Lendumo | Loan#: [REDACTED] 47 |
| REVIEW VERY CAREFULLY BEFORE EXECUTING THE LOAN AGREEMENT | |

Your ACH Credit Disbursement Authorization

By electronically signing this Disbursement and Payment Choice Authorization below, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized. This Disbursement and Payment Choice Authorization is a part of and relates to the Agreement. The words "You" and "Your" mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The words "We," "Us" and "our" mean Niswi, LLC d/b/a Lendumo and our successors and assigns.

Disbursements to Your Bank Account. Unless otherwise agreed, disbursement credits of your loan proceeds will be made to the following bank account (Your "Bank Account").

| | |
|-------------------------|------------|
| Bank Name: | [REDACTED] |
| Transit ABA Number: | [REDACTED] |
| Deposit Account Number: | [REDACTED] |

We will make these disbursement credits by Automated Clearing House (ACH) entries unless you have requested Special Services Transfer. **YOU ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS DISBURSEMENT AUTHORIZATION FOR YOUR RECORDS.**

BY ELECTRONICALLY SIGNING THIS DISBURSEMENT AUTHORIZATION, YOU ARE AGREEING TO ALL THE TERMS OF THIS DISBURSEMENT AUTHORIZATION.

NAME: Nicole Gonzalez

Nicole Gonzalez

01/28/2022 08:31:03

[REDACTED]

I agree that Niswi, LLC d/b/a/ Lendumo and its successors and assigns may initiate an ACH credit disbursement to My Bank Account.

PAYMENT CHOICE AUTHORIZATION**Your Payment Choice Authorization****Automatic Payment from Your Bank Account.**

By electronically signing this Payment Choice Authorization you voluntarily authorize us to initiate debits you have authorized. This Payment Choice Authorization is a part of and relates to this Agreement.

You authorize us and our successors and assigns to process payment debit entries out of Your Bank Account by the payment process you have authorized above, such as ACH entries, Remotely Created Checks, or transactions through your debit card accessing Your Bank Account listed above.

You specifically authorize us to use this PAYMENT CHOICE to process debit entries from Your Bank Account for all payments due under this Agreement in a sum equal to your payment amount due under the Agreement; provided, however, that you preauthorize us to vary the amount of any debit entry on each Payment Due Date as needed to adjust a payment due on the loan to reflect: (1) any payment you make; (2) any amounts you still owe under this Agreement on the final scheduled Payment Due Date; and, (3) for any late, returned item charges, Payments You will Make Directly. You agree to make each of your scheduled payments in your payment schedule by cashier's check or money order that we receive no later than 4 p.m. CST at least four (4) business days before the Payment Due Date to: Lendumo P. O. Box 542 Lac Du Flambeau, WI 54538 nonsufficient fund fees and other fees imposed under the Agreement.

If you are in default, you authorize us to process one or more debit entries to pay all principal, finance charges, and other amounts due to us as provided in the Agreement. You authorize us to reprocess debit entries for the same amounts if any attempted payment transaction is dishonored.

Payments You will Make Directly.

You agree to make each of your scheduled payments in your payment schedule by cashier's check or money order that we receive no later than 4 p.m. CST at least four (4) business days before the Payment Due Date to:

Lendumo

P. O. Box 542

Lac Du Flambeau, WI 54538

We will provide you with ten (10) days' notice prior to processing a preauthorized debit entry that varies from the scheduled amounts detailed above, unless the variance results from your request and your new authorization for us to change the amount of your payments going forward.

IF YOU HAVE CHOSEN TO AUTHORIZE PAYMENT FROM YOUR BANK ACCOUNT, YOU MAY REVOKE YOUR AUTHORIZATION TO AUTOMATIC PAYMENTS AT ANY TIME BY CONTACTING US DIRECTLY AT 844-379-0900

OR customerservice@Lendumo.com. Any pending payments not already submitted to your financial institution at the time of your revocation will be voided. If a payment has already been submitted, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. **YOU UNDERSTAND THAT REVOKING YOUR AUTHORIZATION DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PAYING ALL AMOUNTS DUE IN FULL THAT ARE OWED BY YOU UNDER THE LOAN AGREEMENT.**

YOU ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.

BY ELECTRONICALLY SIGNING THIS DISBURSEMENT AUTHORIZATION, YOU ARE AGREEING TO ALL THE TERMS OF THIS DISBURSEMENT AUTHORIZATION.

NAME: Nicole Gonzalez

[Nicole Gonzalez](#)

01/28/2022 08:31:03

I agree that Niswi, LLC d/b/a Lendumo and its successors and assigns may initiate electronic fund transfer payments from My Bank Account, via the PAYMENT CHOICE. PLEASE NOTE, YOU ARE NOT REQUIRED TO AUTHORIZE THIS PAYMENT CHOICE AUTHORIZATION OPTION IN ORDER TO BE APPROVED FOR A LOAN FROM US. YOU MAY CHOOSE TO PAY BY CASHIER'S CHECK OR MONEY ORDER BY FOLLOWING THE INSTRUCTIONS IN THE "PAY BY CASHIER'S CHECK OR MONEY ORDER" SECTION OF THIS AGREEMENT.

ERROR RESOLUTION NOTICE: In the event you have a question about an electronic transfer or if you find an error, you must telephone us at 844-379-0900, email us at customerservice@Lendumo.com, or contact us by mail at P. O. Box 542, Lac Du Flambeau , WI 54538. We must hear from you no later than sixty (60) days after the FIRST debit or credit that is the basis of the problem or error. (1) Tell us your name and account number (if any); (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your

complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

CONFIDENTIALITY: We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; (3) in order to comply with a government agency or court orders; or (4) as described in our privacy notice, provided separately.

DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION

DISPUTE RESOLUTION PROCEDURE: As an accommodation to consumers, we have established the following Dispute Resolution Procedure to receive, review and consider any and all types of complaints made by or on behalf of our consumers. A consumer who, in the course of his or her otherwise lawful and proper use of our business, has concerns about the operation of any part of us or who otherwise believes himself or herself to be aggrieved by some aspect of any part of our operation shall direct his or her concerns in the first instance to our management, in writing at customerservice@ldfcallcenter.com or by mail at P.O. Box 231, Lac du Flambeau, WI 54538. A consumer's complaint to us shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights. We will investigate the consumer's complaint and provide our initial determination as soon as is reasonably practicable. If the dispute is not resolved to your satisfaction, you and we agree that we shall arbitrate that dispute in accordance with the terms of the Arbitration Provision, described below.

ARBITRATION PROVISION: PLEASE READ THE FOLLOWING CAREFULLY AS IT IMPACTS YOUR LEGAL RIGHTS.

WE, AS A WHOLLY OWNED ECONOMIC DEVELOPMENT ARM, INSTRUMENTALITY, AND LIMITED LIABILITY COMPANY OF THE TRIBE, AND OUR DIRECTORS, OFFICERS, AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR AUTHORITY, ARE NOT SUBJECT TO SUIT IN ANY COURT IN ANY JURISDICTION, OR ANY OTHER FORUM, ABSENT A WAIVER OF SOVEREIGN IMMUNITY. In order to resolve a dispute that we cannot resolve to your satisfaction as set forth above, we consent to a limited waiver of sovereign immunity as expressly set forth below, which is expressly limited by the Arbitration Provision in this Agreement. This limited waiver is strictly limited to individual arbitration claims set forth below and judicial actions to enforce such individual arbitration awards as strictly limited herein.

Definitions: The words “dispute” and “disputes” are given the broadest possible meaning and include, without limitation (a) all claims, disputes or controversies arising from or relating directly or indirectly to this Dispute Resolution Procedure and Arbitration Provision (“this Provision”), the validity and scope of this Provision and any claim or attempt to set aside this Provision? (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into this Loan Agreement, including the customer information application, and/or any past Agreement or Agreements between you and us? (c) all counterclaims, cross claims and third-party claims? (d) all common law claims, based upon contract, tort, fraud, or other intentional torts? (e) all claims based upon a violation of any state or federal constitution, statute or regulation? (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us? (g) all claims asserted by you individually against the Tribe, us and/or any of our employees, agents, directors, officers, governors, managers, members, parent company or affiliated entities (collectively, “related third parties”), including claims for money damages and/or equitable or injunctive relief? (h) all claims asserted on your behalf by another person? (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (“Representative Claims”)? and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any nonpublic personal information about you.

Notice: Any party to a dispute, including you, us and/or related third parties, may send the other party(s) written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, the arbitration shall occur before the American Arbitration Association (<http://www.adr.org>). However, the parties may mutually agree to select a different arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator’s rules. The party receiving notice of arbitration shall respond in writing by certified mail return receipt requested within twenty (20) calendar days. All parties to such dispute will be governed by the rules and procedures of the American Arbitration Association applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement or this Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the American Arbitration Association (<http://www.adr.org>).

Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing, and arbitrator’s fees (“Arbitration Fees”). Throughout the arbitration, each party shall bear his or her own attorneys’ fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Governing Law set forth above, and the Federal Arbitration Act, 9 U.S.C. §§1-16 (“FAA”) and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, unless you agree to a different location. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If the arbitrator renders a decision or an award in your favor resolving the dispute, the arbitrator shall award you reasonable attorneys’ fees. If the arbitrator renders a decision or an award in your favor resolving the dispute then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we are not entitled to an award of attorneys’ fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator’s award may

be filed with any court having competent jurisdiction.

You and we expressly acknowledge and agree that this Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision survives the termination of the relationship between you and us, and continues in full force and effect, even if your obligations have been cancelled by prepayment, paid or discharged through bankruptcy. This Arbitration Provision survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. You hereby acknowledge and expressly agree to the following by executing this Agreement, submitting it to us, and accepting the loan proceeds without cancelling your Loan:

YOU AGREE TO THE TERMS OF THIS ARBITRATION PROVISION AND YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.

WAIVER OF JURY TRIAL: BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR AGAINST A RELATED THIRD PARTY.

CLASS-ACTION/REPRESENTATIVE WAIVER: BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE CLAIMS AND YOU THEREFORE WILL NOT BE ALLOWED TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

By electronically signing this Agreement, you hereby acknowledge that you have read the Agreement in its entirety, that you have carefully reviewed all of the terms and provisions contained in this Agreement, that you fully understand and comprehend the meaning of each and every word, phrase and provision contained in this Agreement and that you hereby agree to abide by and be bound by all of the terms and provisions in this Agreement, including the terms and provisions of this Agreement dealing with the limited waiver of sovereign immunity and the ARBITRATION PROVISION.

CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES

- **CONSENT TO TELEPHONE CALLS AND TEXT MESSAGES.** By electronically signing this, you consent to receive calls and Text Messages pertaining to your loan, including but not limited to, payment information, account information, due dates, delinquencies, program updates relating to your loan, and collection efforts, at any phone number you have provided to us, our assignee(s), or anyone trying to collect the loan. You consent to calls and text messages using an automatic telephone dialing system or an artificial or prerecorded voice.
- **How To Unsubscribe:** You may withdraw your consent to receive Text Messages by texting “STOP” to the message you receive, calling us at 844-379-0900 or emailing us at customerservice@Lendumo.com. You may withdraw your consent to receive telephone calls using an automatic telephone dialing system or an artificial or prerecorded voice by calling us at 844-379-0900 or emailing us at customerservice@Lendumo.com. At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive calls or Text Messages. We will not impose any fee upon you to process the withdrawal of your consent to receive calls or Text Messages. Any withdrawal of your consent to receive calls or use Text Messages will be effective only after we have a reasonable period of time to process your withdrawal.
- In order to access, view, and retain Text Messages that we make available to you, you must have: (1) a Text Message capable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.
- To request additional information, text “HELP” to the message you receive or contact us by telephone at 844-379-0900.
- The services are available from most of the carriers that offer Text Messaging. Consult your mobile service carrier to confirm that they offer Text Messaging.
- There is no service fee for Text Messages but you are responsible for all charges imposed by your communications service provider, such as fees associated with Text Messaging. Consult your mobile service carrier’s pricing plan to determine the charges for sending and receiving Text Messages. These charges will appear on your phone bill. Message frequency depends on account settings.
- You agree that we may send any Text Messages related to your loan through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to indemnify, defend and hold us harmless from and against all claims, losses, liability, costs, and expenses (including reasonable attorneys’ fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, or regulation or ordinance relating to Text Messages. Your obligation under this paragraph shall survive termination of this Agreement. You agree that Text Messages are provided for your convenience only.
- Receipt of each Text Message may be delayed or impacted by factors pertaining to your communications service provider. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Text Messages sent by us.

- We may modify or terminate our Text Messaging services from time to time, for any reason, with or without notice, and without liability to you, any other user or third party.

**CONSENT TO RECEIVE ADVERTISING OR TELEMARKETING TEXT MESSAGES AND
TELEPHONE CALLS**

- By signing this section, you consent to our sending you Advertising and Telemarketing Text Messages to the mobile phone number you have provided below. You also consent to our making advertising or telemarketing calls to you at your mobile phone number using an automatic telephone dialing system or an artificial or prerecorded voice calls or texts.
- Signing this section will be deemed to be your signature acknowledging your consent to receive Advertising and Telemarketing Text Messages and telephone calls as described above to your mobile phone at [REDACTED]
- You are not required to consent to Advertising or Telemarketing Text Messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive Advertising or Telemarketing Text Messages or marketing calls to the mobile number provided by calling us at 844-379-0900 or emailing us at customerservice@Lendumo.com.
- You understand that: any Advertising and Telemarketing Text Messages we send you may be accessed by anyone with access to your Text Messages? and your mobile phone service provider may charge you fees for Advertising and Telemarketing Text Messages that we send you, and you agree that we shall have no liability for the cost of any Advertising and Telemarketing Text Messages.

By electronically signing this section, you are consenting receive advertising or telemarketing text message and telephone calls as described above.

NAME: Nicole Gonzalez

[Nicole Gonzalez](#)

01/28/2022 08:31:03

[REDACTED]

MILITARY LENDING: By signing this Agreement, You certify that You are not a member of the military or the spouse/dependent of a military member. Specifically, You certify that You are not, and You are not the spouse or dependent of a regular or reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of thirty (30) days or fewer, or servicing on Active Guard or Reserve Duty. (Dependents include the member's spouse, child under the age of 18 years old or an individual for whom the member provided more than one half of their financial support for 180 days preceding the date of this Agreement).

SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS

BY ENTERING YOUR NAME AND CLICKING THE “I AGREE” BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS LOAN AGREEMENT AND AGREEING TO ALL THE TERMS OF THIS LOAN AGREEMENT INCLUDING:

- **THE DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION**
- **THE CONSENT TO ELECTRONIC COMMUNICATIONS**
- **THE CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES**
- **THE MILITARY LENDING STATEMENT**
- **YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS LOAN AGREEMENT FOR YOUR RECORDS.**

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS AGREEMENT BEFORE ELECTRONICALLY SIGNING IT.

BY ELECTRONICALLY SIGNING THIS AGREEMENT BELOW, YOU ARE AGREEING TO AND ACCEPT ALL THE TERMS AND CONDITIONS OF THE AGREEMENT.

NAME: Nicole Gonzalez

Nicole Gonzalez

01/28/2022 08:31:03

[REDACTED]

PRIVACY POLICY

Rev. August 2020

| | |
|--------------|--|
| FACTS | WHAT DOES Niswi, LLC DBA Lendumo DO WITH YOUR PERSONAL INFORMATION? |
|--------------|--|

| | |
|--------------|---|
| Why? | Financial companies choose how they share Your personal information. Consumers have the right to limit some but not all sharing. This notice tells You how we collect, share, and protect Your personal information. Please read this notice carefully to understand what We do. |
| What? | <p>The types of personal information We collect and share depend on the product or service You have with Us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and checking account information • Payment history and income • Employment information and wire transfer instructions |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reason Niswi, LLC DBA Lendumo chooses to share; and whether You can limit this sharing. |

| Reasons We can share Your personal information | Does Niswi, LLC, DBA Lendumo share? | Can You limit this sharing? |
|--|-------------------------------------|-----------------------------|
| For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | YES | NO |
| For our marketing purposes – to offer our products and services | YES | NO |

| | | |
|--|-----|-----------------|
| to you | | |
| For joint marketing with other financial companies | NO | WE DO NOT SHARE |
| For our affiliates' everyday business purposes – information about your transactions and experiences | YES | NO |
| For our affiliates' everyday business purposes – information about your creditworthiness | YES | YES |
| For our affiliates to market to you | YES | YES |
| For nonaffiliates to market to you | YES | YES |

| | |
|----------------------|---|
| To limit Our sharing | <p>Call 844-379-0900- our menu will prompt you through your choices or</p> <ul style="list-style-type: none"> • Contact us via email at customerservice@Lendumo.com <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p> |
| Questions? | Call 844-379-0900 or go to Lendumo.com |

| | |
|-------------------------------|--|
| Who We are | |
| Who is providing this notice? | Niswi, LLC DBA Lendumo business entity of the Lac du Flambeau of Lake Superior Chippewa Indians, is providing this privacy policy. |

| | |
|--|--|
| What We do | |
| How does Niswi, LLC DBA Lendumo protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures. These measures include computer safeguards and secured files and buildings. |
| How does Niswi, LLC DBA Lendumo collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Apply for a loan |

| | |
|--|--|
| | <ul style="list-style-type: none"> • Give us your income information • Tell us where to send the money • Provide account information • Provide employment information <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p> |
| Why can't I limit all sharing? | <p>You have the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on your account. |

| Definitions | |
|-----------------|--|
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include other business entities of the Lac du Flambeau Band of Lake Superior Chippewa Indians of Wisconsin.</i> |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies. Non-affiliates we share with can include service providers and data processors.</p> |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Niswi, LLC does not jointly market. |

| Risk Based Pricing Notice | |
|------------------------------------|---|
| What is a credit report? | A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. |
| How did we use your credit report? | We used information from your credit report to set the terms of the credit we are offering you, such as the Annual Percentage Rate of the loan amount. The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories. |

| | |
|--|---|
| What if there are mistakes in your credit report? | You have a right to dispute any inaccurate information in your Credit report. If you find mistakes on your credit report, contact TransUnion, which is the consumer reporting agency from which we obtained your credit report. It is a good idea to check your credit report to make sure the information it contains is accurate. |
| How can you obtain a copy of your credit report? | Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, Visit: www.transunion.com/client-support/factortrust-consumer-inquiry . |
| How can you get more information about credit reports? | For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's website at www.federalreserve.gov or the Federal Trade Commission website at www.ftc.gov . |



Niswi, LLC d/b/a

Lendumo

P.O.Box 542

Lac du Flambeau

WI 54538

Niswi, LLC dba Lendumo is a commercial enterprise and instrumentality of the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized sovereign Indian nation (the "Tribe"), which abides by the principles of federal consumer finance laws, as incorporated by the Tribe, and operates within the interior boundaries of the Tribes' reservation in Lac du Flambeau, WI. Niswi, LLC dba Lendumo is chartered under and operates pursuant to Tribal Law. Nothing in this communication should be construed as a waiver of sovereign immunity, which is expressly reserved.

Loans from Lendumo are governed by Tribal law, applicable federal law, and the terms and conditions of your loan agreement, not the laws of your resident state. Lendumo does not lend to residents of AR, CT, NY, PA, VA, VT, WI, and WV. Any offers of credit are subject to underwriting and verification processes and cannot be transferred to another party.

You acknowledge that by submitting a completed Lendumo application you are applying for a loan. Applicants must be able to enter a legally binding contract and meet the requirements listed on Lendumo.com. Applicants are typically required to complete a phone call with a Lendumo

representative to verify information. Credit histories may be verified through national database services. Visit Lendumo.com for applicable rates and frequently asked questions. Complete disclosure of APR, fees and payment terms are provided within the Loan Agreement.

This is an expensive form of borrowing. Lendumo loans are designed to meet your short-term borrowing needs and are not intended to be a long-term financial solution. Lendumo does not charge any penalties for paying your loan off early, and we encourage you to do so as soon as your finances allow.

* Express Funding Disclaimer: Express Funding may be limited by funding time frames and cut-off times. Applications processed and approved before 6 p.m. CST Monday – Friday are typically funded on the next business day. If you require funds on the current business day, you can request a wire transfer up to 3 p.m. CST Monday – Friday. For loans processed on weekends or bank holidays, you will receive the wire transfer the next business day. Please verify with your bank as additional incoming wire fees may be assessed.

EXHIBIT B

<http://ldf-holdings.com/>



Our Community

LDF Holdings is a wholly-owned subsidiary of the **Lac du Flambeau Business Development Corporation (LDF BDC)**, a wholly owned and operated economic arm and instrumentality of the **Lac du Flambeau Band of Lake Superior Chippewa Indians**, a federally recognized Indian Tribe.

The LDF BDC is the non-gaming business arm of the Lac du Flambeau Band of Lake Superior Chippewa Indians.

We place the highest value on integrity, respect, honesty and ethics. We practice these values in deed and word while working for and serving the best interest of the Waaswaaganing Ojibwe Nation.

Created in 2012, our focus is to create profitable business enterprises and sustainable jobs for our community members today and the next seven generations.

LDF Holdings owns and manages the entire online lending business, which currently includes 19 Tribal Lending Entities (TLEs). We are governed by the LDF Tribal Financial Services Regulatory Authority (TFSRA) as well as applicable federal laws.

LDF Holdings strives to offer the best customer service and loan product to our consumers by managing the relations with our partners and vendors. LDF Holdings is responsible for keeping up with the latest rules and regulations and ensuring our TLEs are operating in full compliance. We perform monthly compliance checks on all TLEs as well as annual audits.



COMPANY

[Our Team](#)
[Careers](#)
[Contact](#)

SERVICES

[TLE Services](#)
[Testimonials](#)



Lac du Flambeau Tribe
OFFICIAL TRIBAL WEBSITE

[About LDF Holdings](#)[TLE Services](#)[Find A Lender](#)[Holdings Hints](#)[Contact Us](#)

Our Offer

Our Offer:

- Call Center Solutions
- Loan Processing
- Collections
- ACH Processing
- Quality Assurance
- Retention
- Customer Service
- Compliance
- Vendor Relations
- Dispute Resolution

Our Commitment

We deliver confidence to Tribal Lending Entities. Trust is earned, and LDF Holdings stands on a foundation of trust-building bedrock.

- Compliance: Rigorous adherence to Tribal and applicable federal laws
- Oversight: Diligent review by Tribal Financial Regulation Authority
- Reliability: Leading technology platforms trusted by financial services industry
- Performance: Proven processes producing year-over-year growth since 2013
- Connectivity: Extensive banking and ACH relationships

Proud Members of:



ldf-holdings.com/

Our Portfolios



COMPANY
[Our Team](#)
[Careers](#)
[Contact](#)

SERVICES
[TLE Services](#)
[Testimonials](#)





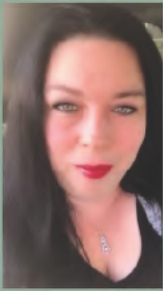
Jessi Lorenzo

President

Jessi Lorenzo, President of LDF Holdings, has been in the short-term lending industry for more than eight years.

Before coming to LDF Holdings in January of 2017, Jessi worked for Triax Management, the management company that LDF Holdings was utilizing to help grow their lending business. Prior to this industry she spent many years in advertising sales.

Jessi grew up in New England, attended the University of New Hampshire where she played Division 1 Tennis. She resides in Tampa, Florida, with her wife Lily and their three small children Warren, Drew and Lucia.



Juanita Huguley

Operations Director

Juanita is originally from Kansas City where she raised her amazing two boys and sent them off into adulthood. She has been in the Online Lending Industry for 10+ years and started at the ground up as a Customer Service Representative and was able to work her way up to management.

Prior to joining LDF Holdings in December 2016, Juanita managed operations and the call center for several online consumer lending companies. She came to LDF Holdings to be a part of a growing and exciting organization where her knowledge and expertise could help not just a company but an entire community.

Juanita has set roots in Tomahawk, Wisconsin, and enjoys spending her off time outside enjoying nature from her porch.



Kemberlar Smith

Compliance Director

Kemberlar Smith is an Operational Risk Professional with over 20 years of banking experience in the fields of financial planning, budgeting, operations, Quality Assurance, Auditing, Mortgage Processing and Underwriting, Compliance Training/Implementation & Risk and Control Management.

Kemberlar moved to Florida in 2002 from New York where she had worked for notable companies such as the Wall Street Stock Exchange, CitiFinancial at 1 World Trade Center, JP Morgan Chase and Xerox Corporation. In the 15 years that she has been in Florida, she worked for Bank of America for three years and Wells Fargo Bank, N.A. for 12 years, holding several positions in Process Implementation, Quality Assurance, Risk Management and Compliance.

Kemberlar's greatest joys in life is God, her wonderful son, Dr. Josh, her 4-legged daughter Sasha, her family, travelling, writing, shopping, mentoring women and spending quality time alone to refresh, renew and revive herself.



Ernestine Rodriguez

Vendor Relations Manager

Ernestine Rodriguez is a member of the Lac du Flambeau Band of Lake Superior Chippewa Indians, born and raised right here in beautiful Lac du Flambeau (Dogsville to be more specific). Over the years, Ernestine has worked in various positions for the Tribe including the Casino, the Education Department and the Peter Christensen Health Clinic. Ernestine has served on numerous Tribal Committees and in her spare time she is an EMT with the Town of Lac du Flambeau Ambulance service.

Ernestine has a son Jerren, and two dogs. Peanut, a Jack Russell Terrier mix, and Chief, a Victorian Bulldog/Bull Mastiff mix.

Ernestine truly enjoys being part of a strong organization that can provide economic growth and job opportunities for the tribe and community while providing a great consumer loan product. She looks forward to continuing to learn about the lending industry, working with the Tribal lenders model and



Melinda Walker

Vendor Relations Coordinator

Melinda began with LDF Holdings in 2015 as a Customer Service Representative. Through hard work, dedication and expanding her knowledge, she advanced quickly to Vendor Relations Manager. She continues to strive for excellence and is a key player in streamlining the onboarding process. Prior to joining LDF Holdings, Melinda worked for Lake of the Torches Resort Casino as an Executive Assistant, as well as various Tribal departments.

Melinda is a Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Member. She grew up on the Lac du Flambeau reservation and remains close to her traditions and culture. She is the mother of three wonderful children - Lauryn, Charlie and Avari. In her off time, she enjoys spending quality time with her husband, Joe and children whether it be at the movies, on a road trip or in the comfort of their cabin in the woods. She enjoys disc golfing, hiking, video gaming and making custom furniture, but most importantly, adventure.



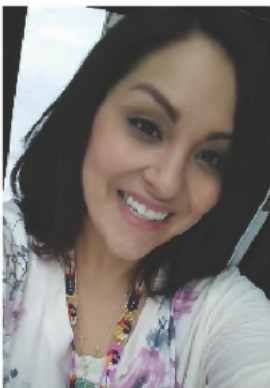
Crystal Williams

Compliance Coordinator

Crystal began with LDF Holdings in 2017 as a Customer Service Representative. With hard work and dedication to the team, she quickly worked her way to Call Center Supervisor. In February 2018, Crystal joined the Compliance Team and has quickly adapted to the many phases of compliance. Her attention to detail and her drive to excel within the company, will continue to be her platform for success.

Prior to joining LDF Holdings, Crystal had worked in retail, manufacturing, and received her CNA Certification. She's a Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Descendent. Born and raised in Lac du Flambeau, she currently lives in Woodruff with her life partner Lawrence, their son Logan and two cats, Mew and Maple.

Outside of work, Crystal enjoys biking with her family, walks and river tubing.



Brittany Allen

Executive Assistant

Brittany joined LDF Holdings in 2019 as the Executive Assistant to LDF Holdings President. A Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Member, she's the mother of two wonderful little boys, ages 1 and 5. She holds a tribal management degree from Nicolet College. And, she has studied hospitality business management with a minor in casino industry management at Michigan State University.



Tracy Whitman
Operations Manager



Antoinette Beaudry
Operations Supervisor



Dan TwoCrow
Call Center Supervisor



Joe Walker
Trainer



Alan Moore
Tech Support



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Lac du Flambeau Tribe
SAC DU FLAMBEAU TRIBE OF LAC DU FLAMBEAU CHIPPENAW NATION

EXHIBIT C

5/15/23, 8:05 AM

(41) Brittany Allen | LinkedIn



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Messaging



Notifications

Me



For Business

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for

**Brittany Allen** (She/Her) · 3rdDirector of Lending/LDF Holdings/ Business
Savvy/Dedicated/Organized/Indigenous

- LDF Business Development Corporation

- Michigan State University

Lac du Flambeau, Wisconsin, United States · [Contact info](#)

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Brittany Allen reposted this · 2mo

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huffpost.com · 10 min read

1,620

51 comments

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Currently, I work as the Interim Executive Administrator for the LDF Tribal Lending business, LDF Holdings. Prior to this position, I served my tribal government as a councilmember, the youngest woman in the the history of the LDF Tribe to serve on the Tribal Council. My main goal, in the positions I have held, is success for my people. Furthering the existence of Native American people across Business America. I want to see my community thrive to its greatest potential and if I can be a helping hand in making that mission accomplishable, I will do whatever it takes, ethically, respectfully, and with an educated mindset to help that mission become a successful reality.

I am a dedicated, educated, kind, happy Native mother/daughter/sister/businesswoman who works strategically to accomplish the impossible. I am the "go to" person for many of my friends and colleagues because "I don't know" is not a part of my vocabulary. I will always find a solution. If by chance, I happen to fail, I can guarantee I will always get back up and try again, for I am a fighter, fearless leader, and proud indigenous woman and this is how we are taught to live our lives. Resilience is key.

"I am a team driven individual. "More hands are better than none", "work smarter not harder", and "we are only as good as the weakest link", are some of the mottos I like to live by in the business industry. For me, building a strong team is most important for all around success. Teamwork makes the dream work ;)

5/15/23, 8:05 AM

(41) Brittany Allen | LinkedIn

Experience

Director of Lending

LDF Business Development Corporation · Full-time
Nov 2022 - Present · 7 mos

Skills: Consumer Lending · Leadership · Management · Finance · Networking
· Strategic Planning

Interim Executive Administrator

LDF HOLDINGS, LLC · Full-time
Feb 2019 - Present · 4 yrs 4 mos

Skills: Networking · Business Management · Project Management · Strategic
Planning · Teamwork · Operations Management · Communication · Financi...

Medical Billing Specialist

Peter Christensen Health Center
Apr 2018 - Oct 2022 · 4 yrs 7 mos
Lac du Flambeau, WI

As a medical billing specialist, I am responsible for posting charges to
patient accounts, taking payments from patients and applying them to...

Tribal councilmember

Lac du Flambeau Band of Lake Superior Chippewa Indians
Oct 2019 - Nov 2021 · 2 yrs 2 mos



Member Board of Directors Secretary

Native American Financial Services Association
Sep 2019 - Nov 2021 · 2 yrs 3 mos

Show all 7 experiences →

Education



Michigan State University

Business, Management, Marketing, and Related Support Services
Sep 2008 - May 2012

Activities and societies: NAISO (Native American Indian Services
Organization)...

Skills: Business Management · Financial Accounting



Nicolet College

TRIBAL BUSINESS MANAGEMENT
Sep 2017 - May 2018

Skills

Consumer Lending

Director of Lending at LDF Business Development Corporation

1 endorsement

Leadership

Director of Lending at LDF Business Development Corporation

1 endorsement

Management

Director of Lending at LDF Business Development Corporation

Show all 28 skills →

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(41) Brittany Allen | LinkedIn

Interests

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**The National Center For American Indian Enterprise Development**

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**Nicolet College**

2,860 followers

+ Follow

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Chief Operating Officer

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Compliance Officer at Lac du Flambeau Business Development Corporation

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**Zachary Allen** · 3rd+

Marketing/Public Relations Coordinator at Lac du Flambeau Business Development Corporation

Message

**Aron Mitchell** · 3rd

Compliance Officer at LDF Holdings, LLC

Message

Eric L. · 3rd

Financial Services/Fintech/Senior Executive/Attorney

Message

ore ~

EXHIBIT D

5/15/23, 8:23 AM

Lendumo | Express Funding - Easier & Better Loan Experience



Express Funding With No Early Pay-Off Penalties!

We make borrowing better! In just a few simple steps, you can quickly get the funds you need. Apply today to get started.

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Last Name

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Loan Amount

Apply Now

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Excellent



Based on 10,385 reviews



We Make Borrowing Better.



Express Funding

Funds can typically be deposited the business day after processing is complete.*



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U Rewards

Customers receive U Rewards Points they can exchange for national brand gift cards or principal paydown.

[Get Started](#)



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1

Apply online in minutes

Complete our convenient online application.

2

Verify your information

Verify your information by phone or online.

3

E-sign your loan agreement

Carefully review and e-sign your online loan documents.

4

Receive your funds

We'll deposit funds directly into your bank account.

Who We Are

Lendumo became an industry leader by putting our customers first. We know it's in our customers' best interest to pay off their loans as early as possible, so we never charge prepayment penalty fees.

We also don't keep our customers waiting. In most cases, we can have funding delivered to our customers' accounts the business day after processing is complete.* Our customers receive highly-

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Lendumo | Express Funding - Easier & Better Loan Experience

rated, 24/7 Customer Service to make sure they understand their loans, are promptly funded, and receive friendly, professional assistance.

\$0

Prepayment Fees

24hr

Express Funding

24/7

Customer Service

Lendumo Online

Use the links below to access your account information, apply for a new loan, manage your U Rewards, and learn more about Lendumo and financial management.



Account Login

Log in to your account to review and e-sign loan documents, make payments, or apply for a new loan as an existing customer.



Apply for a Loan

Click here to fill out our easy online application as a new customer.



Rewards

Review your U Rewards points balance and trade in your points for gift certificates or for principal paydown.

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Lendumo | Express Funding - Easier & Better Loan Experience



Contact

Contact our friendly and professional Customer Service Agents and Loan Specialists via phone, chat, email, web message, or mail.



FAQ

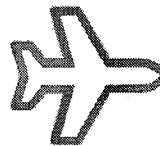
Answers to the most frequently asked questions can be found here. Please feel free to contact us with additional questions.



Resources

Find personal finance articles on topics like improving your credit score and saving money on your loan.

When you need funding, Lendumo has you covered.



lendumo

Niswi, LLC dba Lendumo is a commercial enterprise and instrumentality of the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized sovereign Indian nation (the "Tribe"), which abides by the principles of federal consumer finance

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laws, as incorporated by the Tribe, and operates within the interior boundaries of the Tribes' reservation in Lac du Flambeau, WI. Niswi, LLC dba Lendumo is chartered under and operates pursuant to Tribal law. Nothing in this communication should be construed as a waiver of sovereign immunity, which is expressly reserved.

Loans from Lendumo are governed by Tribal law, applicable federal law, and the terms and conditions of your loan agreement, not the laws of your resident state. Lendumo does not lend to residents of AR, CT, IL, NM, NY, PA, VA, VT, WI, and WV. Any offers of credit are subject to underwriting and verification processes and cannot be transferred to another party.

You acknowledge that by submitting a completed Lendumo application, you are applying for a loan. For your application to be approved, you must meet minimum credit criteria established by Lendumo, be able to enter a legally binding contract, and meet the requirements listed on Lendumo.com. Applicants are required to verify application information through our secure online process or by speaking with an agent. Credit histories may be verified through national database services. Visit Lendumo.com for applicable rates and frequently asked questions. Complete disclosure of APR, fees and payment terms are provided within the Loan Agreement.

This is an expensive form of borrowing. Lendumo loans are designed to meet your short-term borrowing needs and are not intended to be a long-term financial solution. Lendumo does not charge any penalties for paying your loan off early, and we encourage you to do so as soon as your finances allow.

* Express Funding Disclaimer: Express Funding may be limited by funding time frames and cut-off times. Applications processed and approved before 6:00 p.m. CST Monday – Friday are typically funded on the next business day. If you require funds the current business day, you can request a Special Services Transfer up to 3:00 p.m. CST Monday – Friday by calling 877-558-1999. For loans processed on weekends or bank holidays, you will receive the Special Services Transfer the next business day. Please verify with your bank as additional incoming fees may be assessed.

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877-558-1999

**Email Us**

CustomerService@Lendumo.com

**Mail Us**

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EXHIBIT E

July 2013 *Inwewin* Article

| | | |
|---------|-----------|--------|
| INWEWIN | July 2013 | Page 8 |
|---------|-----------|--------|

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|--|
| <p>Internet Lending Business</p> <p>In late May, the Tribe launched an exciting new business that has unlimited potential - Internet Lending. While the business model has been around for years, and is sometimes confused with payday lending, there are many differences between the two types of businesses. Internet lending is done strictly online, as opposed to the traditional "brick and mortar" (store) payday loan operations. Some view payday loan and internet lending businesses as predatory, with companies taking advantage of individuals already in unpleasant financial situations. The Tribe's business model is proven, and offers safeguards against individuals defaulting. To avoid conflict, Tribal Members and residents of the state of Wisconsin will not be eligible for lending services.</p> <p>More than a year of research and much work has been done. In December 2012, the Tribal Council approved an Internet Lending Ordinance. The Ordinance sets forth the rules and regulations for internet lending operations, and the Tribal Council is now in the process of creating an Internet Lending Commission that will develop and implement regulatory standards and procedures, and ensure compliance to the standards and procedures.</p> <p>Initially the Internet Lending business is set to employ three full time staff to work in the call center and process loan applications. Projections indicate significant growth for the business within two years. Similar models currently in operation have added upwards of 100 positions within the first 12 to 18 months. The Tribe's lending model expects to add at least 40 jobs within the first year of operation. "Our growth projects are modest and grounded in reality," said Brent McFarland, Director of Business and Economic Development for the Tribe. "We want to make sure we do everything right from the beginning. We don't want to grow too fast, and we want our staff to have all of the proper training and skills, which will create a lasting foundation for years to come."</p> <p>The Tribe has partnered with one of the largest and most experienced lending companies - and the company has successfully helped other tribes enter into the internet lending business. The Rocky Boy Cree Tribe entered the internet lending industry, and has experienced enormous growth in less than three years - now employing more than 100 people. <i>Inwewin</i> will continue to update you on this exciting Tribal business venture.</p> |
|--|

Inwewin

Lac Du Flambeau Lake Superior Band of Chippewa Indians
Communications Office
Post Office Box 67

EXHIBIT F

Lac du Flambeau Chippewa enter payday loan business with eye to online gambling

By Cary Spivak of the Journal Sentinel

Dec. 29, 2013

0 f t e

Need cash fast? The Lac du Flambeau Chippewa's online payday loan centers are there for you. Want to place an online bet? The tribe soon hopes to handle that for you as well.

Three years after the Lac du Flambeau defaulted on a \$50 million bond — a move that remains the subject of a court fight — and five years after it considered mortgaging portions of its reservation, the Vilas County tribe is aggressively looking at the Internet for ways to increase its revenue.

Tom Maulson, the tribe's blunt-talking president, dismisses critics who see gambling and high-interest, short-term lending as businesses that prey on the poor. "It's legal to do, and we're doing it legally," Maulson said.

Tribal governments across the nation are looking at online businesses because they offer tribes the opportunity to tap revenue from consumers who might not travel to reservations, which are often in remote areas.

"The Internet is a robust environment to grow our economy, and we're looking for ways to leverage (the tribe's) sovereignty in a responsible manner," said Brent McFarland, the Lac du Flambeau's director of business development. "We see the Internet as a tremendous opportunity to do that."

Since May the tribe has launched three online payday lending companies, two of which came online this month, and set up the infrastructure for an Internet casino. If online gambling were legalized throughout the country or in Wisconsin, "we could just flip a switch" and turn the online casino, which currently uses play money, into one that takes bets using real money, Maulson said.

The tribe may not wait for a law change before taking online bets on a limited basis — only via Internet connections available within the boundaries of the tribe's reservation — as it is a driving force in the Tribal Internet Gaming Alliance, a group hoping to launch a multi-tribe online casino.

Because that dreamed-of casino would offer only poker, bingo and high-speed video slots linked to bingo — games known in federal law as Class II gaming — it could be offered on the grounds of reservations without a change in the law, said Jeffrey Nelson, the Washington-based attorney for the alliance.

The Chippewa tribe is not alone in looking at cyberspace for revenue. About two dozen tribes across the country have launched short-term lending operations online, and the potential of online gaming is being talked about by tribes, states and Congress.

Barry Brandon, executive director of the Native American Financial Services Association, the trade group for the fledgling online tribal short-term lending industry, sees similarities between Indian gaming and tribal lending.

The same type of legal and political battles that tribes fought some 25 or 30 years ago when Indian casinos were first popping up are being fought today, said Brandon, who noted that most of the tribal lenders went online in the past three years.

In both cases, the tribes sought to exert their sovereign powers to enter an industry.

"Tribes that are looking for economic development opportunities frequently find that businesses that ... are heavily regulated by a state are often a great fit for Indian country," said Brandon, a member of the Muscogee (Creek) Nation.

As sovereign governments, tribes seek to operate the businesses in accordance with tribal law and federal law, he said.

Both of the Lac du Flambeau's online ventures involve controversial, emerging online industries, where laws are murky and are just beginning to be interpreted by courts and regulators.

Legal Battle Over Lending

The New York Department of Financial Services and the Center for Responsible Lending, a nonprofit watchdog group, see the tribal online payday lenders as a blatant attempt to dodge state regulators.

In October, a federal judge in New York ruled that regulators in that state could oversee online tribal lenders making loans to state residents, a ruling that would effectively put the lenders out of business in the state, which has caps on interest that lenders may charge. The ruling came in a lawsuit filed by two tribes that argued their online lending operations were immune from state regulation. The tribes have appealed.

"Payday lenders have pursued various schemes for evading state law, of which partnering with tribes is the latest iteration," the Center for Responsible Lending wrote last month in a friend of the court brief filed in New York lawsuit. "New York rightly seeks to stop this abuse."

The Lac du Flambeau's three lenders — one of which offers loans that carry an annual interest rate of more than 400% — will not make loans in Wisconsin or several other states. Tribal lenders frequently avoid making loans in their home states or states that have particularly aggressive regulators.

"It keeps our relationship with the state of Wisconsin healthy," said the Lac du Flambeau's McFarland, who objects to calling the lending operation "payday lending," preferring the term "short-term lending."

Wisconsin regulators are trying to determine what jurisdiction they may have over the tribe's three lenders — Bright Star Cash, RadiantCredit and Blue Frog Cash — said George Althoff, spokesman for the Department of Financial Institutions.

Peter Bildsten, secretary of the department, met with tribal representatives in August, but no decisions were made at the meeting, Althoff said. The secretary did not sign off on the tribe's website claims that it was subject to tribal and federal law only.

"The Secretary certainly did not and would not offer any determination of DFI's regulatory authority over tribal lending in such an informal setting," Althoff said in a follow-up email. "With the recent growth in tribal, online and offshore lending, state and federal regulators are reviewing the extent of their regulatory jurisdiction in this area."

Despite that, McFarland said the tribe plans to continue launching new loan operations, each of which is backed by individual pools of private equity investors.

The lending operations create jobs on the reservation for tribal members and nonmembers, McFarland said. The tribe's three lenders employ about eight people, a figure McFarland hopes grows to 120 in a year as the call center expands.

McFarland added that the "number one reason" for launching the pay centers is simple: "There is a market for it ... people need it," he said. "If you don't have a credit card and you need \$400 or you're going to be evicted, where else are you going to go?"

'Flip The Switch'?

While the online lending operations are up and running, creating a casino that could take bets online is much more of a long shot.

The tribe could launch an online casino if the federal government or Wisconsin legalized the games — a proposition that is not even being talked about in Madison. There has been some debate over online gambling in Congress, but so far only Nevada, New Jersey and Delaware

have approved it for their states. No tribes are offering online gambling, said Christinia Thomas, deputy chief of staff at the National Indian Gaming Commission.

The more likely scenario is to offer online Class II games on reservation grounds similar to the fast-moving slot machines offered at the Ho-Chunk tribe's casino near Madison, which offers more than 1,100 slot machines.

The Lac du Flambeau "can flip the switch (to launch a Class II online casino) without any change in state or federal law," said Nelson, the attorney for the tribal alliance.

A Class II online casino would be limited to reservation land, Nelson said. Gamblers would be able to travel around a reservation and continue playing casino games on laptops, smartphones or other mobile devices.

It could particularly appeal to "the growing demographic of younger generation gamblers who are more interested in online play," Nelson said. "They won't have to even walk into the brick-and-mortar casino."

In order for a Class II casino to rake in large profits, numerous other tribes would have to join the Tribal Internet Gaming Alliance, Nelson said, explaining that more members would improve the games for the bettors. He predicted the alliance would not offer online casino gambling of any sort until at least 2015.

One possible complication to the Lac du Flambeau's casino effort is the role that Maulson's son, Kevin Maulson, is playing as a consultant to the association, trying to persuade other tribes to join the group and define its duties. Kevin Maulson pleaded guilty to three felonies in 2010 after being charged in a securities scheme that prosecutors said cost investors more than \$1 million. He declined to comment for this article. Nelson noted the younger Maulson does not need a gaming license to work for the association.

Although the lending and casino efforts are separate, there is some synergy between the two.

Common sense says that borrowing money to play the slots is a losing proposition. In fact, the websites for the tribal lending business each warn borrowers that the loans are expensive and should be used only for emergencies.

Still, Maulson, the tribal president, said he would have no problem if some of the tribe's lending customers used the fast cash to feed tribal slot machines.

"I can't play the morality police," said Brandon, the head of the Indian payday lending trade group.

The tribes, he said, can't say to customers, "Are you going to use this for gambling, and if so I'm not going to lend you the money."



About Cary Spivak

Cary Spivak does investigative business projects and covers the casino industry. He has won numerous state and national awards.

@cspivak cspivak@journalsentinel.com 414-223-5467



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EXHIBIT G



Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Lender Not Licensed in Washington

Date Posted: Friday, August 28, 2020

Alert Number: CA052543_08/28/2020 (8/21)

Originally Posted: 07/10/2017

Updated: 08/28/2020

The Washington State Department of Financial Institutions (DFI) has received complaints that the Lac du Flambeau Band of Lake Superior Chippewa Indians have been doing business as:

- Amplify Funding;
- Bright Star Cash;
- Ishwaaswi, LLC;
- L.D.F. Holdings, LLC;
- Lendgreen;
- Lendumo;
- Niiwin, LLC;
- Niizh, LLC;
- Niizhwaaswi, LLC;
- Niswi, LLC;
- Ningodwaaswi, LLC;
- RadiantCash;
- RadiantCredit; and
- Sky Trail Cash.

5/15/23, 8:28 AM

Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Lender Not Licensed in Washington

It appears that these companies may be operating as online tribal lending companies. These companies assert that they are owned by the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian Tribe.

These companies are not licensed by DFI and are not registered to conduct business in Washington State by the Department of Licensing, Department of Revenue, or the Secretary of State.

These companies have been associated with the following contact information:

Amplify Funding

[<https://amplifyfunding.com/>]

Tel: 1*877*558*1999

[customerservice@amplifyfunding.com]

LoanAtLast, d/b/a Loan@la\$t

[<https://loanatlast.com>]

Tel: 844*676*8550

Bright Star Cash

[<https://www.brightstarcash.com/Home.aspx>]

Tel: 800*986*2165

[customersupport@brightstarcash.com]

Lendgreen

[customercare@lendgreen.com]

Tel: 1*855*832*7227

[<https://www.lendgreen.com/>]

Lendumo

[<https://www.lendumo.com>]

Tel: 877*558*1999

[CustomerService@Lendumo.com]

Radiant Cash

[<https://www.radiantcash.com/>]

Tel: 1*855*572*3227

[support@radientcash.com]

5/15/23, 8:28 AM

Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Lender Not Licensed in Washington

Sky Trail Cash

[<https://www.skytrailcash.com/Web/home/>]

Tel: 844*650*5931

[CustomerService@SkyTrailCash.com]

If you have a complaint against any of these entities, you may contact:

Amplify Funding

P.O. Box 542

Lac Du Flambeau, WI 54538

Tel: 1*877*558*1999

[customerservice@amplifyfunding.com]

Niizh LLC d/b/a Bright Star Cash

P.O. Box 502

Lac Du Flambeau, WI 54538

Tel: 800*986*2165

[customersupport@brightstarcash.com]

Niiwin, LLC d/b/a Lendgreen

P.O. Box 221

Lac du Flambeau, WI 54538

Tel: 1*855*832*7227

[customercare@lendgreen.com]

Niswi, LLC d/b/a Lendumo

P.O. BOX 542

Lac du Flambeau, WI 54538

Tel: 877*558*1999

[CustomerService@Lendumo.com]

Ishwaaswi, LLC d/b/a RadiantCash

P.O. Box 1183

Lac Du Flambeau, WI 54538

Tel: 1*855*723*9935

Consumer Complaint: 1*855*723*9935

[support@radientcash.com]

5/15/23, 8:28 AM

Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Lender Not Licensed in Washington

Niizhwaaswi, LLC d/b/a LoanAtLast

PO BOX 1193

Lac Du Flambeau, WI 54538

Tribal Hotline: 844*388*0500

Ningodwaaswi, LLC

P.O. Box 1115

Lac du Flambeau, WI 54538

Tel: 844*650*5931

Tribal Hotline: 844*388*0500

DFI warns Washington consumers that before doing business with a financial service provider the consumer should:

- Make sure that the entity is licensed. Consumers can use the "Verify a License" feature on DFI's website at www.dfi.wa.gov to check whether a payday or consumer loan company is licensed to conduct business in the state of Washington.
- Not provide any personal information, such as social security number or bank account number or access if the company is not licensed or authorized to conduct business.

Important Information for Washington Consumers About Unlicensed Lenders

- Washington State residents are informed that Washington State law provides in RCW 31.45.105(1)(d) and (3) that a "small loan" made by an unlicensed entity to a person physically located in Washington State is uncollectible and unenforceable in Washington State. A "small loan" is defined in RCW 31.45.073 and is a loan that does not exceed \$700.
- Washington State residents are informed that Washington State law provides in RCW 31.04.035 that fees or interest charged in the making of a nonresidential loan by an unlicensed lender must be refunded to the borrower. For a residential mortgage loan, an unlicensed lender must refund any non-third-party fees charged in connection with the origination (excluding interest charges).
- Washington residents only: If you suspect unlicensed activity by a payday lender or consumer loan company, please contact the Department at 1-877-RING-DFI (746-4334), or online at www.dfi.wa.gov. Even if the activity involves a loan you obtained over the internet, a license is generally still required. If a collection agency is attempting to collect a debt from

you, check that the company is licensed by the state of Washington Department of Licensing.

- Collection activities by payday lenders in the state of Washington are subject to RCW 31.45.082, which limits the time, place, and manner by which a payday lender may collect a debt. Payday lenders must also provide borrowers with an installment plan if the borrower is not able to pay the small loan back when it is due.

Important Information for All Consumers

- If you received a loan from a lender and someone else is now attempting to collect the loan, collection activity may be subject to the federal Fair Debt Collection Practices Act (FDCPA). If you are contacted by a third party claiming you owe a debt, you can request a "written validation notice," which must provide the amount of the debt, the name of the creditor you owe, and your rights under the FDCPA. If you have questions regarding federal debt collection laws you can contact the Federal Trade Commission (FTC) at 1-877-FTC-HELP or online at www.ftc.gov.
- If you feel you have been the victim of a scam you can contact the FTC at 1-877-FTC-HELP (382-4357) or online at www.ftc.gov; or the Consumer Financial Protection Bureau (CFPB) at 1-855-411-CFPB (2372) or online at www.consumerfinance.gov.
- If the scammers already have your bank account information, social security number, or other personal information, you may be a victim of identity theft. You can contact your bank and the three major credit bureaus take appropriate precautions. The FTC has information for victims of identity theft online at www.ftc.gov.
- If you feel you have been the victim of a scam involving the internet you can contact the Internet Crime Complaint Center online at www.ic3.gov.
- If you feel you have been the victim of a financial scam and are concerned about your personal financial information, you can contact your banking institution and the three major credit bureaus. Procedures for contacting the credit bureaus are available on the FTC's website at www.ftc.gov.
- If you live in another state, go to this webpage to find the regulator in your home state. <http://mortgage.nationwidelicensingsystem.org/consumer/Pages/AgencyContacts.aspx>.

5/15/23, 8:28 AM

Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Lender Not Licensed in Washington

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- ☐ Yes
- ☐ No

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